

SECTION C

SHELBY COUNTY GOVERNMENT

ENGINEERING DEPARTMENT

PROPOSAL

CONTRACT

CONTRACT BOND

CONTRACT REQUIREMENTS

SHELBY COUNTY

A.D.A.

CURB & RAMP

INSTALLATION

PROJECT

PROPOSAL

TO THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, SHELBY COUNTY, TENNESSEE.

1. Name of Bidder: ENSCOR, LLC
Business Address: 5566 Commander Dr. Arlington Trn. 38002
Federal I.D. Number: 58-2498528
Phone Number: 901-867-2297
Tennessee License Number: 4493.2

PROJECT NAME: SHELBY COUNTY ADA CURB RAMP INSTALLATION PROJECT

2. Plans and Specifications:
The term "plans and specifications" for this project refers to the City of Memphis Construction, Uniform Federal Accessibility Standards (UFAS) (Appendix A to 41 CFR Part 101-19.6), Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG), and/or 2002 North Carolina Accessibility Code with the 2004 revisions (NCAC) as adopted by the Memphis and Shelby County Building Code.
3. Interested Parties:
In submitting this proposal, the undersigned Contractor or bidder declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm or corporation.
4. Bidder Familiar with the Plans, Specifications and the Site:
The undersigned further declares that the proposal, plans and specifications, general requirements and conditions, form of contract and contract bond, and special provisions have been carefully examined and the site of the proposed work has been inspected in detail. The undersigned further declares to be familiar with all the local conditions affecting the contract and the detailed requirements of construction, and understands that, in making this proposal, all rights to plead any misunderstanding regarding the same are waived. The Bidder declares that the wording herein, which may contain changes from similar documents from previous projects of Shelby County Government, has been reviewed. The Bidder further declares that the instructions regarding the Shelby County Equal Opportunity Compliance, which is bound with this proposal, have been examined, and agrees that these documents are an integral part of this bid.
5. Bidder to Furnish:
The undersigned further understands and agrees to furnish and provide all necessary materials, equipment, labor and incidentals required to produce and install the items as listed in this proposal upon acceptance of the proposal by Shelby County Government, except such materials as are to be furnished by the County, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
6. Quantities and Payment:
The undersigned understands that the quantities provided herein by the County are approximate only and that they are subject to increase or decrease; that the undersigned shall take in full payment therefore the amount of the total bid as shown on the bid form, after accounting for any and all bid alternates made and accepted by the County.
7. Unit Prices:
The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the values of extras and deductions; that if there is any discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

8. Alteration of Work:

The undersigned further agrees that if the County decides to extend or shorten the improvement, or otherwise alter the work by extras or deductions, including the elimination of any one or more of the items, by an amount not to exceed twenty-five (25%) percent of the total money value of the original contract price or contract price corrected as provided in the general conditions, the undersigned shall perform the work as altered, increased or decreased at the contract unit prices.

9. Extra Work or Changes:

The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that the undersigned accepts as full compensation for the extra work, payment as provided for in the general conditions.

10. Time of Execution of Contract:

The undersigned further agrees to execute a contract for the contract work and present same to the County within fourteen (14) days after the date of notice of award of the contract.

11. Contract Bond:

The undersigned further agrees that within fourteen (14) days after the date of notice of the award of the contract, the undersigned, along with an appropriate surety shall execute a contract bond satisfactory to and in the form prescribed by the County in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

12. Prosecution of Work:

The undersigned further agrees to begin work on the project not later than ten (10) days after the execution and approval of the contract and contract bond and on receipt of a notice to commence work, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment and labor as will insure completion of the work within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within 90 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the general conditions. In case of failure to complete the work within the time described herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the County shall withhold, from such sums as may be due under the items of his contract, the costs as set forth in Section 8 of the General Conditions, which costs shall be considered and treated not as a penalty but as damages due the County from the undersigned by reason of inconvenience to the public, added cost of engineering, supervision, maintenance of detours, and other items which have caused an expenditure of funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

13. Erosion Control:

The undersigned further agrees to provide necessary erosion control, such as seeding for gentle slopes and grass sod for sharper slopes, with special grading and terracing as specified by the Engineer. All freshly excavated and embanked areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the Engineer to prevent erosion. In the event it is determined that necessary erosion control is not being provided by the undersigned, the Engineer shall officially notify the undersigned of the problem. If the undersigned has not begun to provide satisfactory erosion control within fifteen (15) days after the notice, then the Engineer shall make the necessary improvement to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any securities covering this contract, all expenses incurred by the County shall be paid in full by the undersigned. Erosion control shall be paid according to the unit prices bid for erosion control devices on the proposal sheet and no additional compensation shall be afforded.

14. Clean-Up of Construction Site:

The undersigned further agrees to provide necessary clean-up of construction areas, such as collection of debris, construction materials, dirt piles, etc., and any other unsightly and unnecessary items. In the event the Engineer determines that necessary clean up is not being provided by the undersigned, the Engineer shall officially notify the undersigned of the problem. If the undersigned has not begun to provide satisfactory clean-up of the area within fifteen (15) days after the notice, then the Engineer shall take the necessary steps to eliminate the problem including, but not limited to, performing the work with County forces, or contracting

with outside forces at the Engineer's option, documenting all expenses incurred performing the work. Prior to releasing any securities covering this contract, all expenses incurred by the County in said clean-up operation shall be paid in full by the undersigned.

15. Forfeiture of Bid Bond:

The undersigned further agrees that in the event of failure to execute the contract and present a contract bond to the County within fourteen (14) days as per Paragraph #10 above, the Contractor's bid bond shall be forfeited as damages for project delay and the notice of award shall be automatically cancelled. The contract shall then be awarded to the next lowest qualified bidder.

16. Bid Bond:

Accompanying this proposal shall be a bank cashier's check, certified check, letter of credit issued by any national bank or a duly assigned certificate of deposit, bank draft or approved bid bond, complying with the requirements of the general conditions and/or as shown on the Notice to Contractors, made payable to THE COUNTY OF SHELBY. The amount of the check, draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or approved bid bond shall be no less than five percent (5%) of the total bid. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check, draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or approved bid bond shall be considered as payment of damages due to delay and other causes suffered by the County because of failure to execute the contract and contract bond. Otherwise, said check, draft, or letter of credit, issued by any national bank or certificate of deposit therein, duly assigned or approved bid bond shall be returned to the undersigned.

ATTACH BANK DRAFT, BANK CASHIER'S CHECK, LETTER OF CREDIT
ISSUED BY ANY NATIONAL BANK OR CERTIFICATE OF DEPOSIT THEREIN,
DULY ASSIGNED APPROVED BID BOND OR CERTIFIED CHECK HERE. THE
UNDERSIGNED SHALL PROVIDE BELOW THE FOLLOWING INFORMATION

TOTAL AMOUNT OF BID BOND \$ 5% of Bid Amount

In the event that one check, draft or approved bid bond or other indemnity as set out above is intended to cover two or more proposals, the amount must be equal to the sum of proposal guarantees required for the projects covered. If this check, draft or approved bid bond, or other indemnity as set out above is placed in another proposal, the undersigned shall provide below, the name of said proposal.

LOCATION OF BID BOND Liberty Mutual Insurance Company

17. Schedule of Prices:

The undersigned shall complete and submit the provided schedule of prices covering the work performed under this contract. Unit prices shall be bid for each of the items in the schedule and extensions showing the total contract price shall be provided. Failure to provide said unit prices in their entirety or to provide extensions, including the total contract price, may result in rejection of this proposal as informal or irregular.

18. Joint Ventures:

Each Contractor or contracting firm who is a member of a joint venture shall provide a current license number and each shall sign the bid proposal holding each, both jointly and severally liable to the total project. In a joint venture, each member's classification limits shall be equal to or greater than those classifications' proportionate share of the total cost of the project. A joint venture shall allow the members to combine their license limits in order to undertake a larger project than each would normally be able to perform with their individual license. The classification of each member in the joint venture shall be a necessary and integral part of the total project.

19. Acceptance or Rejection of Bid(s):

The Shelby County Government reserves the right to reject any and all bids. The Shelby County Government also reserves the right to select the lowest responsible bidder for any one project to the rejection of all other bidders or award any or all projects to the lowest responsible bidder or bidders.

SPECIAL INSTRUCTIONS TO BIDDERS

ADA CURB RAMP INSTALLATION PROGRAM

1. This contract shall consist of installing removal and replacement concrete sidewalk, curb and gutter and installation of curb ramps compliant with **Title II** of the Americans with Disabilities Act of 1990 (ADA) in existing conditions at various locations within unincorporated Shelby County as directed by the County Engineer.
2. All materials, construction methods and workmanship used in curb ramp installation shall conform to the City of Memphis Construction specifications, the Uniform Federal Accessibility Standards (UFAS) (Appendix A to 41 CFR Part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) and/or the 2002 Edition of the North Carolina Accessibility Code with the 2004 amendments (NCAC) as adopted in the Memphis and Shelby County building codes.
3. Relocation of obstructions within the construction work zones shall be incidental to Payment Item No. 02775-03, "Curb Ramp (Existing Conditions)".
4. Contractor shall install and maintain traffic control devices including, but not limited to signs, warning barrels and flashers as specified in STATE OF TENNESSEE MANUAL ON UNIFORM TRAFFIC CONTROL DIVICES (MUTCD) Part VI Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility and Incident Management Operations. Part VI of the Manual on Uniform Traffic Control Devices as required by the County Engineer to assure the safety of the public in the work zones. Traffic considerations at some location will restrict the work hours to the time period 9:00 AM to 4:00 PM as directed by the County Engineer. All work in accordance with this provision shall be incidental to Payment Item No. 01551-5.01, "Traffic Control Devices for Construction Work Zones".
5. Existing base material and asphalt pavement disturbed during construction is to be saw cut to a smooth, straight joint and replaced with Asphaltic Concrete Base (Black Base). Black Base shall be surfaced with 1 ½" Asphaltic Concrete Surface Mix No. 1 conforming to the existing cross slope of the street. Mix No. 1 may be substituted for Black Base. Payment for asphalt in the work zone to be incidental to Payment Item No. 02775-03, "Curb Ramp (Existing Conditions)". Payment for all other asphalt work is to be charged to Payment Item No. 411.03SP "Asphalt Surface Repair".
6. Curb ramps are to be located as shown in the bid documents, or as directed by the County Engineer. For bidding purposes, allow a minimum of 90 square feet of concrete in place per ramp. Compensation for each square foot of concrete in place, over the allowance, will be paid at Bid Item No. 02950-02, "Concrete Sidewalk, 4" thickness, Removal and Replacement" cost, on an as built square foot basis.

Sidewalks and/or "Top Landings" behind curb ramps shall be paid for as Payment Item No. 02950-02, "Concrete Sidewalk, 4" thickness, Removal and Replacement". No brick pavers (truncated domes) shall be required in completion of this project.

7. Curb ramp throats shall be made flush with the original gutter grade (no lip) or as directed by the County Engineer or his designee.
8. If the gutter has an asphalt overlay, the ramp lip shall be built to match existing conditions or as directed by the County Engineer or his designee.
9. Care shall be taken to assure a uniform grade on the ramp, free of sags and short grade changes. Side slopes shall be free of sags and short grade changes.
10. When ramps have to be adjusted with asphalt to match the existing street asphalt grade, the Contractor shall complete the ramp, including asphalt adjustments to the ramp and street pavement disturbed during the construction process, within two (2) weeks after the ramp is poured and deemed compliant by applicable regulations.
11. Contract payments are based on the number of completed curb ramps and not the number of curb ramps poured and unadjusted with asphalt.
12. All curbs and sidewalks shall be saw cut for the removal of material for the construction of curb ramps. Sidewalk removal at the nearest joint shall be saw cut. No chisels will be allowed on the existing surfaces. The full curb and gutter shall be removed in the ramp area. This cost is incidental to Payment Item No. 02775-03, "Curb Ramp (Existing Conditions)".
13. Sign posts that are within the affected curb ramp area shall be removed by the Contractor and relocated to the proper location prior to the placement of concrete.
14. Coping walls will be paid by the Cubic Yard. Payment for coping walls to be charged to Payment Item No. 02830-02, "Concrete for Coping Walls".
15. Manholes, traffic signal pull boxes, street light pull boxes will be adjusted by the Contractor with close supervision by the proper authority to insure that no damage is done to conduit or wiring. Gas and water value boxes, utility and street lighting poles and fire hydrants will be adjusted by Memphis Light Gas and Water Division or the contractor. This cost is incidental to Payment Item No. 02775-03, "Curb Ramp (Existing Conditions)".
16. When a utility pole, street sign post, fire hydrant, meter or value box remains in the work limits each item will be blocked out with wood forms and one-half inch thick expansion joint material. The wood form will be removed and concrete shall be poured in the block-out to complete the work. This cost is incidental to Payment Item No. 02775-03, "Curb Ramp (Existing Conditions)".

17. Time Warner Communications cable vaults will be adjusted by their designee. Telephone cable boxes will be adjusted by their designee. Any communications vault or equipment encountered in the ramp area will be adjusted by the owner, or authorized designee.
18. The Contractor shall provide full time security at the job site. Vandalized or ruined work as deemed by the County Engineer shall be replaced at the Contractor's expense. All work in accordance with this provision shall be incidental to Payment Item No. 013553, "On Site Security".

	Intersection	Ramp Configuration	Number of Ramps	Radius Location
1	N. Circle & School Crossing	ST	2	mid-block E, W
2	N. Circle & Breckenwood	SC1*	2	NW
3	Breckenwood & Chesterton	SC1-WT	2	SW, NW
4	Breckenwood & Cedar Town	SC1-WT	2	SE, NE
5	Breckenwood & Chantilly	SC1	2	NE, SE
6	Breckenwood & Carterville	SC1-WT	2	NW, SW
7	Breckenwood & Belfast	SC1	2	NW, SW
8	Breckenwood & Elm River	SC1	2	NW, SW
9	Breckenwood & Englewood	SC1-WT	2	NW, SW
10	Breckenwood & Brandywine	SC1	4	ALL
11	Breckenwood & Pitney	SC1	2	NW, SW
12	Corkwood & Brandywine	SC1	2	SW, SE
13	Corkwood & Cedar Bluff	SC1	2	NE, NW
14	Bitter Creek & Brandywine	SC1	4	ALL
15	Beaverton & Brandywine	SC1	2	NE, NW
16	Broken Oak & Brandywine	SC1	4	ALL
17	Braden & Brandywine	SC1	4	ALL
18	Blacksmith & Braden	SC1	2	NE, SE
19	N. Circle & Braden	SC1	2	N, E
20	Northwood Hills Dr & Egypt Central	SC1	2	NE, NW
21	Northwood Hills Dr & Hunters Glen S	SC1	4	ALL
22	Hunters Glen S & Hunters Glen E	SC1	1	NW
23	Hunters Glen S & Hunt Cliff Trace	SC1	2	NE, NW
24	Hunters Glen S & Hunters Glen W	SC1	1	NE
25	Duncan Rd & Northland Dr	SC1	2	NE, NW
26	Northland Dr & Cedar Bay Dr	SC1	2	NW, SW
27	Cedar Bay Dr & Cedar Bay Cv	SC1	1	NE
28	Northland Dr & North Bay Dr	SC1	2	NE, SE
29	North Bay Dr & Port Haven Dr	SC1	2	NE, NW
30	North Bay Dr & Lake Port Dr	SC1	1	NW
31	Willow Springs Dr & Duncan Rd	SC1	2	NE, NW
32	Willow Springs Dr & Ridge Bay Cv	SC1	2	NW, SW
33	Willow Springs Dr & Hunter Bay Dr	SC1	1	SE
34	Garden Ridge Cv & Hunter Bay Dr	SC1	1	SW
Ramps this page			72	

* Radius of curb is 40' rad.

WT "Bottom Landing Area" consists of concrete water table. Additional area outside curb ramp is charged as #02950-01-02

SC1 Ramps do not have sidewalk or "Top Landings" behind them

SC2 Ramps have some sidewalk or "Top Landings" behind them which is charged as #02950-02

Note: No SC2 types have been selected in this contract

ST Ramps not within a radius

SHELBY COUNTY A.D.A. Curb Ramp Installation Program
Spring 2009 - UPDATED

PAGE 2 of 2

	Intersection	Ramp Configuration	Number of Ramps	Radius Location
35	Raible Dr & Bethuel	SC1	2	NW, SW
36	Raible Dr & Martin Rd	SC1-WT	2	NE, SE
37	Martin Rd & Brockman Rd	SC1-WT	2	NE, SE
38	Brockman Dr & Bethuel Rd	SC1	2	NW, SW
39	Martin Rd & Leamont Rd	SC1	2	NE, SE
40	Martin Rd & Woodgreen Dr	SC1	2	NE, SE
41	Martin Rd & Martin West Dr	SC1	2	NE, SE
42	Martin Rd & Martinwood Rd	SC1-WT	2	NE, SE
43	Goodwin Rd & O'Neill Dr	SC1	2	NE, NW
44	O'Neill Dr & O'Neill Cv	SC1	2	NW, SW
45	O'Neill Dr & Betty Lu Dr	SC1	2	SE, SW
46	Betty Lu Dr & Leighton Dr	SC1	2	SE, SW
47	Leighton Dr & Goodwin Rd	SC1	2	NE, NW
48	Godwin Rd & Penny Ln	SC1-WT	2	NE, NW
49	Penny Ln & Betty Lu Dr	SC1	2	SE, SW
50	Godwin Rd & Robena Ln	SC1-WT	2	NE, NW
Ramps this page			32	
Total Ramps			104	

* Radius of curb is 40' rad.

WT "Bottom Landing Area" consists of concrete water table. Additional area outside curb ramp is charged as #02950-01-02

SC1 Ramps do not have sidewalk or "Top Landings" behind them

SC2 Ramps have some sidewalk or "Top Landings" behind them which is charged as #02950-02

Note: No SC2 types have been selected in this contract

ST Ramps not within a radius

Masin, Chris

From: Chris Vaughn [chris@enscor.net]
Sent: Wednesday, October 14, 2009 6:58 AM
To: Masin, Chris
Subject: ADA Ramp Contract - RFP #09-004-82

ENSCOR, LLC accepts a reduction in scope of the A.D.A. Curb Ramp Installation Project (RFP #09-004-82) from 104 locations to the 72 locations list on page 1 of 2 of the proposal for the revised bid price of \$94,730.00.

Regards,

Chris Vaughn
ENSCOR, LLC
(901) 359.8896 Cell
(901) 867.2297 Office
(901) 867.9410 Fax

5/5/2009

BASE BID QUANTITIES

Contingency	5%	\$4,736.50
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All other are City of Memphis Specifications

SHELBY COUNTY ADA CURB RAMP INSTALLATION PROGRAM					
5/5/2009					Page 1 of 1
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
<u>BASE BID QUANTITIES</u>					
717-01	MOBILIZATION, INCLUDING BOND AND INSURANCE	1	LS	2650. ⁰⁰	2650. ⁰⁰
01551-5.01	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION WORK ZONES	1	LS	1500. ⁰⁰	1500. ⁰⁰
411.03SP	ASPHALT SURFACE REPAIR	520	SY	8. ⁰⁰	4,160. ⁰⁰
02220-02	SAW CUT ASPHALT UP TO 4" THICK	824	LF	1. ⁰⁰	824. ⁰⁰
501.04B10	SAW CUT CONCRETE UP TO 4" THICK	330	LF	5. ⁰⁰	1,650. ⁰⁰
02775-03	CURB RAMP (EXISTING CONDITIONS)	104	EA	1050. ⁰⁰	109,200. ⁰⁰
02830-02	CONCRETE FOR COPING WALL	12	CY	250. ⁰⁰	3,000. ⁰⁰
02950-02	CONCRETE SIDEWALK, 4" THICKNESS, REMOVAL AND REPLACEMENT	1760	SF	3. ⁰⁰	5,280. ⁰⁰
02950-04.6-30	6-30 CONCRETE CURB AND GUTTER, REMOVAL AND REPLACEMNT	185	LF	15. ⁰⁰	2,775. ⁰⁰
02950-01-02	CONCRETE "8" THICKNESS, REMOVAL AND REPLACEMENT	268	SF	6. ⁰⁰	1,608. ⁰⁰
803-01	SODDING (NEW SOD)	44	SY	2. ⁰⁰	88. ⁰⁰
03051-5.01	CONCRETE FOR GENERAL USE (CLASS A)	21	CY	100. ⁰⁰	2,100. ⁰⁰
O13553	ON SITE SECURITY	1	LS	50. ⁰⁰	50. ⁰⁰
TOTAL BID					134,825.⁰⁰

All other are City of Memphis Specifications

IF AN INDIVIDUAL:

SIGNATURE OF BIDDER: _____

BUSINESS ADDRESS: _____

IF A CO-PARTNERSHIP:

FIRM NAME: _____

BY: _____

BUSINESS ADDRESS: _____

NAME AND ADDRESS
OF ALL MEMBERS OF
FIRM

IF A CORPORATION:

CORPORATE NAME

SIGNED BY: _____

President

BUSINESS ADDRESS: 5566 Commander Dr

Adington, TN 38002

(Corporate Seal)

NAME OF OFFICERS

Jeffrey C. Smith
President Chief Manager

Cynthia H. Smith
Secretary C.F.O

Treasurer

D/H
C.F.O.
Secretary

ATTEST: _____

Cynthia H. Smith

CONTRACT

1. THIS AGREEMENT, made and concluded this ___ day of _____, 2009, by and between THE COUNTY OF SHELBY, TENNESSEE, known as party of the first part, and Inscore, LLC his/their executors, administrators, successors, or assigns, known as the party of the second part.

2. WITNESSETH:

That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the parties of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said parties of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Bidders, Special Instructions to Bidders, Specifications, Proposal, Contract Documents and Contract Bond hereto attached, are all essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

APPROVED BY:

SHELBY COUNTY GOVERNMENT:
Parties of the First Part

County Engineer

BY: _____
Mayor of Shelby County

APPROVED AS TO FORM:

Director of Public Works

County Attorney

PARTY OF THE SECOND PART:

BY: Inscore, LLC
9506 Commerce Dr
Memphis TN, TN 38001
Address

ATTEST: Cynthia H. Smith

53-2498528

Federal I.D. Number

State of TN

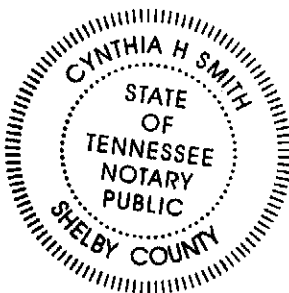
County of Shelby

I, Cynthia H. Smith, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KEVIN C. SMITH who is to me personally known to be the same person who signed the above and foregoing instrument as the Attorney in Fact for ENVOY, LLC, appeared before me this day in person and acknowledged that he signed the name of KEVIN C. SMITH thereto, as his Principal and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by said Principal.

Given under my hand and Notarial Seal the 5 day of Nov A.D. 2009.

Cynthia H. Smith

Notary Public



My Commission Expires April 26, 2011

CONTRACT BOND (Corporation)

KNOW ALL MEN BY THESE PRESENTS, That we, ENSCOR, LLC
 a corporation organized under the laws of the State of Tennessee and licensed to do business in the
 State of Tennessee, as Principal, and Liberty Mutual Insurance Company
 laws of the State of Massachusetts with authority to do business in the State of Tennessee, as Surety,
 are held and firmly bound unto THE COUNTY OF SHELBY, TENNESSEE, in the penal sum of
Ninety-four Thousand, Seven Hundred Thirty and 00/100 DOLLARS (\$94,730.00),
 lawful money of the United States, well and truly to be paid unto said SHELBY COUNTY, TENNESSEE, for the
 payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by the presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has
 entered into a written contract with THE COUNTY OF SHELBY, TENNESSEE, for the construction of the work
 designated as ADA CURB RAMP INSTALLATION PROJECT, which contract is hereby referred to and made a
 part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform to pay
 all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the
 purposes of performing such work and has further agreed to pay all direct and indirect damages to any person, firm,
 company or corporation suffered or sustained on account of the performance of such work during the time thereof
 and until such work is completed and accepted; and has further agreed that this bond shall insure to the benefit of
 any person, firm, company or corporation, to whom any money may be due from the Principal, sub-contractor or
 otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be
 maintained on such bond by any such person, firm company or corporation, for the recovery of any such money ON
 OR BEFORE THE EXPIRATION OF ANY GUARANTEE PERIOD AND/OR THE REQUIRED
 ADVERTISEMENT PERIOD.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the
 terms of said contract, and shall pay all sums of money due or to become due to any labor, materials, apparatus,
 fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete
 the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect,
 that may be suffered or sustained on account of such work during the time of the performance thereof and until the
 said work shall have been accepted and shall hold THE COUNTY OF SHELBY, TENNESSEE, harmless, its
 officials, agents, and employees in account of any such damages, and shall in all respects full and faithfully comply
 with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to
 remain in full force and effect.

Approved this _____ day of _____,
 A.D., 2009.

ENSCOR, LLC

Corporate
 Name: _____

President

Attest: _____

Secretary

SURETY Liberty Mutual (Seal)

BY: Joseph Madden III (Seal)
 Attorney in Fact

BY: Joseph Madden III (Seal)
 Attorney in Fact

IN WITNESS WHEREOF, We have
 duly executed the foregoing
 obligation this _____ day
 of _____ AD, 2009.
 FOR SHELBY COUNTY GOVERNMENT:

 Mayor of Shelby County, TN

 Director of Public Works

APPROVED AS TO FORM:

 County Attorney

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

MARK E. HARRIS, RICKY J. SAUNDERS, JOSEPH M. MADDEN, III, RICHARD L. POWELL, RIC STALLINGS, TONA JO HUNTER, ALL OF THE CITY OF MEMPHIS, STATE OF TENNESSEE.....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**..... DOLLARS (\$ **50,000,000.00**.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 17th day of April, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of April, 2009, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of _____, _____.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **ENSCOR, LLC**
5566 Commander Dr, Arlington, TN 38002

as Principal, hereinafter called the Principal, **Liberty Mutual Insurance Company**

a corporation duly organized under the laws of the State of **Massachusetts**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Shelby County Government**


as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

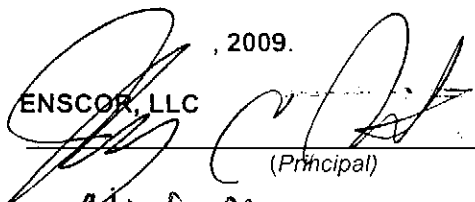
Dollars(\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

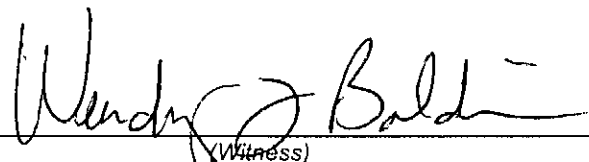
WHEREAS, the Principal has submitted a bid for **Shelby County ADA Curb & Ramp Installation Program**
09-004-82

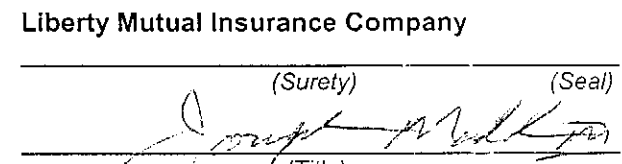
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **22nd** day of **May**, 2009.


(Witness)


ENSCOR, LLC
(Principal) (Seal)
Chief Manager
(Title)


(Witness)
Wendy L. Baldwin


Liberty Mutual Insurance Company
(Surety) (Seal)
Joseph Madden III, Attorney-in-fact
(Title)

2250563

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **MARK E. HARRIS, RICKY J. SAUNDERS, JOSEPH M. MADDEN, III, RICHARD L. POWELL, RIC STALLINGS, ALL OF THE CITY OF MEMPHIS, STATE OF TENNESSEE**

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100******* DOLLARS (\$ **50,000,000.00*******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of December, 2007.

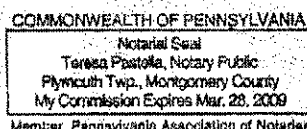
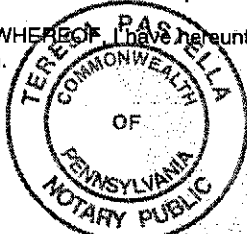
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of December, 2007, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 22nd day of May, 2009.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.